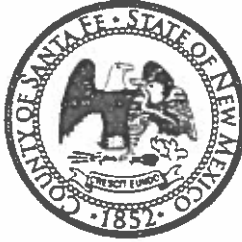


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager *Kh*
Rachel O'Connor, Community Services Department Director

From: Patricia Boies, Health Services Division Director, Community Services Department

Date: November 9, 2015

Re: Approval of County Health Care Assistance Claims in the Amount of \$104,303.68
(Community Services Department/Patricia Boies)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$104,303.68.

BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$104,303.68, as indicated on the Presentation of Claims document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$104,303.68.

11/24/15

**Santa Fe County Health Care Assistance Program
Presentation of Claims for Approval
24-Nov-15**

	<u># Claims</u>	<u>Amount</u>
COMMUNITY-BASED PROVIDERS		
La Familia Medical Center	311	\$48,487.00
Southwest Care Center/Women's Health	21	\$2,956.12
Ortiz Mountain Health Center, Cerrillos		
El Centro of Northern New Mexico	1	\$805.00
First Choice Community Health, Edgewood		
Pecos Valley Medical Center, Pecos	3	\$729.00
Santa Fe Recovery Center	4	\$34,660.00
Life Link		
Hoy Recovery Program, Espanola		
Millennium Treatment Services		
Christus St. Vincent- HUGS	3	\$16,666.56
City of Santa Fe Ambulance Services		
Santa Fe County Fire Department		
Espanola Hospital Ambulance		
Total	343	\$104,303.68

Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2016

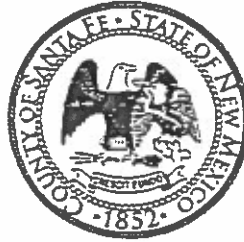
27-Oct-15

Provider Name	FY 16 Allocated Funding	Claims Approved Through October 27, 2015	Claims Presented November 24, 2015	Remaining Balance	% Remaining
Primary Care Providers					
La Familia Medical Center	390,000.00	213,439.00	48,487.00	128,074.00	33%
SW Care/Women's Health Services	24,000.00	9,710.80	2,956.12	11,333.08	47%
El Centro of Northern of NM	3,500.00	320.00	805.00	2,375.00	68%
First Choice Healthcare	500.00			500.00	100%
Pecos Valley Medical Center	2,000.00	621.00	729.00	650.00	33%
Total Primary Care Providers	420,000.00	224,090.80	52,977.12	142,932.08	34%
Substance Abuse Treatment Providers					
Santa Fe Recovery Center	395,000.00	65,035.00	34,660.00	295,305.00	75%
Lifelink					
Hoy Recovery Program	10,000.00			10,000.00	100%
Christus St. Vincent-HUGS	25,000.00		11,111.04	13,888.96	56%
Total Substance Abuse Treatment Providers	430,000.00	65,035.00	45,771.04	319,193.96	74%
Mental Health Providers					
Life Link	20,000.00			20,000.00	100%
Christus St. Vincent-HUGS	25,000.00		5,555.52	19,444.48	78%
Total Mental Health Providers	45,000.00		5,555.52	39,444.48	88%
Ambulance Providers					
City of Santa Fe Ambulance Services	7,000.00			7,000.00	100%
Santa Fe County Fire Department	7,000.00			7,000.00	100%
Espanola Hospital Ambulance	1,000.00			1,000.00	100%
Total Ambulance Providers	15,000.00			15,000.00	100%
Contingency	10,000.00			10,000.00	100%
Total Health Care Assistance Provider Claims	920,000.00	289,125.80	104,303.68	526,570.52	57%
Cremations (Under Separate Cover)	30,000.00	7,200.00	600.00	22,200.00	74%
Grand Total	950,000.00	296,325.80	104,903.68	548,770.52	58%

Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: November 6, 2015

TO: Board of County Commissioners

FROM: Michael Kelley, Public Works Department Director

VIA: Katherine Miller, County Manager

ITEM AND ISSUE: *BCC Meeting November 24, 2015*

A Water Line Extension And Water Service Agreement Between the New Mexico Department of Game and Fish and Santa Fe County for an Extension of Infrastructure and Water Service (Utilities Division/ Claudia Borchert)

SUMMARY:

This proposed Water Line Extension and Water Service Agreement (Agreement) between the New Mexico Department of Game and Fish (NMDGF) and Santa Fe County (County) allows for the design and construction of a water line extension and water service to the NMDGF property located on #1 Wildlife Way. Upon BCC acceptance (at a future date) the new infrastructure and associated easements will be dedicated to the County.

BACKGROUND:

The NMDGF operates an office complex at #1 Wildlife Way, off Caja del Rio road. The complex currently receives its potable water from a private well and receives reclaimed wastewater from the City of Santa Fe for irrigation and a demonstration ecosystem. In August of 2014, the NMDGF approached the County with a request to receive water service from the 5A transmission line operated by the Buckman Direct Diversion (BDD) project. This service requires separate permission from BDD and will necessitate the construction of a master meter, a pressure reducing valve installation, approximately 5,000 ft of 8-inch distribution line, fire hydrants, valves, and other appurtenances. The NMDGF has proposed constructing and dedicating the new master meter to BDD and dedicating the remainder of the infrastructure to the County.

The NMDGF proposed a water budget of 0.3 acre feet per year (AFY) for this facility and requested two service meters to provide potable water to the two buildings within their complex. With 20% added for line and other losses (Per Resolution No. 2006-57), their requested total water allotment is 0.36 AFY. Through the proposed Agreement, the NMDGF will be required to make payment for the connection fees based upon the size of the meters required for the service connections (pursuant

to Resolution 2012-88), or will have the option of transferring water rights to the County under a water rights transfer agreement (to be negotiated separately).

DISCUSSION:

The infrastructure improvements proposed in the Agreement will begin at a stub-out on the BDD 5A transmission line that was included in the original transmission line for a purpose such as this. The Agreement requires that the NMDGF coordinate with BDD for approval for the connection and design, construction, and dedication of the master meter infrastructure.

Similarly, the Agreement requires that the infrastructure improvements beyond the master meter be design and constructed to County standards and that proper utility easements and the newly constructed infrastructure be dedicated to Santa Fe County, if approved by the BCC in a future action, since the BCC has the final decision on the acceptance of all tangible property. This is consistent with County requirements and will ensure that a successful project is delivered to the County.

This Agreement will result in the dedication of a significant improvement to the County's utility infrastructure. The estimated value of the infrastructure to be constructed and dedicated to the County is approximately \$250,000 (based upon an estimate provided by Utilities staff). It is particularly beneficial to the County because the water budget for the NMDGF complex is so modest (0.36 AFY). The Utilities Division and Public Works Department confidently recommend acceptance of the Agreement.

ACTION REQUESTED:

Approve subject Water Line Extension and Water Service Agreement.

Attachment:

Water Line Extension and Water Service Agreement between Santa Fe County and the New Mexico Department of Game and Fish

**WATER LINE EXTENSION
and
WATER SERVICE AGREEMENT**

This Water Line Extension and Water Services Agreement ("Agreement"), effective as of the last date set out below, is made by and between Santa Fe County, acting through its Water Utility ("Utility"), and the New Mexico Department of Game and Fish ("Customer").

Recitals

A. This Agreement governs the terms and conditions under which the Utility will make water service from the Utility available to Customer. Incorporated into and made a part of this Agreement by reference are the Utility Customer Service Policies ("Utility Policies") adopted by Santa Fe County ("County") Resolution No. 2012-88, and the Line Extension Policy adopted under Resolution No. 2006-57. If there is any direct conflict between the Utility Policies and Resolution No. 2006-57, the Utilities Policies will prevail.

B. The Customer has requested the Utility to provide domestic and fire protection water service up to 0.3 acre feet per year ("AFY") ("requested water service") to an office building complex ("facility") that Customer owns and operates at #1 Wildlife Way, Santa Fe County. (Exhibit A)

C. The Utility provides water service in the vicinity of the facility through the Buckman Director Diversion Project ("BDD"), which is independently operated by the BDD Board.

D. Currently the BDD distribution lines do not extend to the facility, and therefore, the lines must be extended ("Line Extension Project" or "Project") before the Utility can physically deliver water to the facility.

E. As set out below, the Customer will at its sole expense be responsible for completing the Line Extension Project, subject to the County's review and approval, including but not limited to the following: (i) design, construction and installation of a water distribution line extending from the existing BDD 5A transmission line ("5A line") on Caja del Rio to the meter boxes at the facility; (ii) installation of a master meter and downstream pressure reducing valve ("PRV") on the distribution line at the connection with the 5A line; (iii) acquisition of such easements as may be necessary and appropriate to accommodate the Line Extension Project on properties owned by third parties; (iv) construction and installation of the water lines from the service meter boxes to the facility with appropriate shut-off valves and any other plumbing downstream of the meter boxes required to safely deliver and measure water to the facility and (v) the acquisition of .36 AFY in water rights, either by transfer of water rights to the County or through payment in lieu of transfer. If payment is made in lieu of transfer, the amount covers the requested water service plus 20% for line and other losses.

F. The distribution line, master meter, and PRV described in Recital (E)(i) and (E)(ii) above, along with all other infrastructure and fixtures appurtenant to the distribution line

from the master meter to and including the service meters are collectively referred to in this Agreement as "Utility Improvements." All service piping and other infrastructure and fixtures appurtenant to the service piping downstream and following the service meters are collectively referred to in this Agreement as "Customer Improvements."

G. As further set out below, the Line Extension Project, easements, Customer Improvements, and water rights must meet or exceed applicable Utility Standards and all except the Customer Improvements must be dedicated or assigned to and accepted by the County before water service may commence under this Agreement. The Customer Improvements will remain the property of Customer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Utility and the Customer covenant and agree as follows:

1. Line Extension Project

1.1 Definition. The "Line Extension Project" provided for in this Agreement consists of: design and engineering a public water distribution system satisfactory to the Utility that extends from the connection at the 5A line to and through the service meters at the facility; acquisition of temporary easements as necessary to allow for the initial construction of the Utility Improvements; acquisition of permanent 30-foot wide easements, or as otherwise required by the Utility, to provide continued legal access for the operation, maintenance, repair and replacement of all Utility Improvements, in perpetuity; surveying of the construction site; construction (as defined in Section 1.7.1 below) of all Utility Improvements as required by this Agreement to assure reliable and safe delivery water to the facility; and reclaiming all disturbed surface areas to its preconstruction condition or as required by applicable law.

1.2 Customer Responsibility and Standards. Customer shall at Customer's sole expense complete all aspects of the Line Extension Project, and all work and Utility improvements shall conform to the standards and requirements, as applicable, of the American Water Works Association (AWWA), the New Mexico Standard Specifications for Public Works Construction (NMAPWA 2006 Edition or subsequent revisions), the Utility and the BDD Board. The Customer shall be responsible for assuring that the Project is designed, constructed, installed and tested in compliance with all applicable federal, state, and local laws, regulations, and codes.

1.3 General Description and Features. As schematically shown on Exhibit A to this Agreement, the Utility Improvements shall include the following features:

1.3.1 A distribution line that connects to the existing stub-out on the 5A line and extends to the water meters at the facility.

1.3.2 A master meter and vault designed, constructed, and installed in accordance with the BDD Board's requirements and located at the connection between the distribution line and the 5A line; provided, however, that the master meter and vault shall not be considered to be part of the Utility Improvements for purposes of dedication and assignment to the County under Section 2.

1.3.3 A pressure reducing valve located immediately downstream of the master meter vault, unless Customer demonstrates to the Utility's satisfaction that pressure reduction is not necessary.

1.3.4 Two service meter boxes at separately metered service connections. The project engineer shall consult with the Utility to properly size the meters based on anticipated demand. In accordance with County ordinances and resolutions, a separate metered service is required for each building.

1.3.5 Valves, service taps, fire hydrants, fire service lines, backflow preventers, and such other infrastructure as the Utility may require, in its judgment, to comply with County ordinances and resolutions and to safely and reliably provide and accurately measure water delivered to the facility.

1.4 Professional and Personnel Qualifications. The Customer shall assure that the Utility Improvements are designed, constructed, installed and tested by qualified personnel and, where required by law or applicable professional codes, by New Mexico licensed professionals. A New Mexico licensed professional engineer (or engineers) shall serve as project engineer who shall perform, supervise, or oversee all work, as required by the New Mexico Engineering and Surveying Practices Act, including design, fabrication, construction, installation and testing of Utility Improvements, and such project engineer (or engineers) shall certify and stamp all drawings, plans and specifications. A New Mexico licensed surveyor shall perform or supervise all construction surveying and shall certify all survey plats.

1.5 Oversight and Review. The Line Extension Project shall be supervised and overseen by a qualified project engineer. The project engineer shall formally submit the Project design to the Utility for review and approval, such approval not to be unreasonably withheld, at the 65%, 90% and 100% stages of completion. The Utility will issue written comments at each stage of the design. Upon its approval of the 100% final design, the Utility shall issue a final written approval of the Line Extension Project design. To ensure that the Utility is fully informed at all stages of the Project, the project engineer shall meet and confer with the Utility on a regular basis.

1.6 Easements.

1.6.1 General. The Customer shall be responsible at its sole expense for acquisition of all temporary construction and permanent easements required under this Agreement.

1.6.2 Temporary Construction Easements. Prior to commencement of construction, the Customer shall acquire such temporary construction easements as may be required to assure legal access along all segments of the Line Extension Project for the purpose of pre-construction testing and surveying, and construction of all Utility Improvements, and reclamation of disturbed areas.

1.6.3 Permanent Easements. Prior to commencement of construction, the Customer shall acquire assignable permanent easements in a form acceptable to the Utility. The permanent easements shall in totality cover and allow access on, under, over and upon a continuous 30-foot strip of land ("Easement Area"), centered on the distribution line, for the purpose of operating, maintaining, repairing, and replacing the Utility Improvements, along all segments of the Line Extension Project, in perpetuity. The Utility may require or agree to a wider or narrower Easement Area, in writing, based on unique circumstances.

1.6.4 All temporary construction and permanent easements required under this Agreement shall be recorded at Customer's expense in the records of the Santa Fe County clerk.

1.7 Construction.

1.7.1 Definition. As used in this Agreement, "construction" includes the construction, installation, testing, and final certified documentation of the as-built Utility Improvements.

1.7.2 Commencement. Construction shall not commence until after: (i) the Utility has issued its final written approval of the Project design; (ii) the Customer has acquired the easements required under this Agreement; and (iii) the Customer has demonstrated to the Utility's satisfaction that the construction will be carried out and supervised by a professional contractor who possesses a valid New Mexico Utility Contractor's license and who is bonded or who can provide other financial assurance in a form acceptable to the Utility. The amount of financial assurance shall be no less than the total cost estimate for construction of the Project.

1.7.3 Inspections. The Utility shall have the right but not the duty to observe and inspect the construction as it progresses and may in its discretion require Utility staff to be present at critical stages. However, before backfilling over any segment of Utility Improvements that has been finally constructed and installed, the project engineer shall contact the Utility and arrange for a final inspection. The Utility shall promptly send an inspector who shall authorize the backfilling of the segment or shall provide the project engineer a written list of items to cure prior to backfilling. The Utility may require re-inspection of the segment prior to backfilling.

1.7.4 Supervision. The project engineer shall supervise all construction.

1.7.5 Field Testing. The Utility Improvements shall be field-tested using a certified testing laboratory (where applicable) and test results shall be issued under the seal of the project engineer. Tests shall be performed and reported in accordance with applicable standards and using forms provided by the Utility, where applicable, and promptly reported to the Utility. All testing results must be reviewed and approved by the Utility. The Utility shall have the right, in its discretion, to arrange for additional testing that it deems reasonably necessary or reasonably advisable based on observed conditions before, during or after construction. Customer shall be responsible for the cost of any such additional testing.

1.7.6 Master Meter Vault. The Customer shall be responsible for installing and constructing the master meter vault at the 5A line connection point in compliance with all reasonable requirements of the BDD Board and the BDD project manager reflective of BDD

policies. Following construction of the master meter vault and approval by the BDD project manager, the Customer shall be responsible for dedicating and transferring the master meter vault and any associated easements and other rights and infrastructure to the BDD Board.

1.7.7 Documentation of As-Built Utility Improvements. The project engineer shall provide the Utility with complete, final and certified record (as-built) drawings, along with a letter of certification stating that all Utility Improvements have been completed in accordance with the approved drawings and specifications, and all pre-approved change orders. The as-built drawings shall include, but are not limited to, distances between all fittings, valves, hydrants, meters and other appurtenances, and complete and accurate valve card data. In addition, the following documentation shall be submitted: disinfection results, hydrostatic pressure test results, bacteriological test result, backfill compaction densities, and concrete strength test results. All as-built data shall be provided in hard copy (24" x 36") and PDF formats.

1.7.8 Certificate of Completion and Warranty. Following final completion of all construction, inspection, documentation and approval of the Utility Improvements, the Utility shall issue a Certificate of Completion to the project engineer. The Customer's contractor shall warrant to the Customer and the Utility that the Utility Improvements shall be and remain free from defect in materials and workmanship for a period of one (1) year after the date of the issuance of the Certificate of Completion. The Customer shall require the project engineer or construction contractor, or both, to furnish a performance bond to guarantee any and all work performed pursuant to this Agreement against defective materials and workmanship for a period of one year. The one-year guaranty shall begin upon issuance of the Certificate of Completion.

2. Dedication, Assignment, and Acceptance of Utility Improvements and Easements.

2.1 General. After Customer has fully performed Section 1 (*Line Extension Project*) of this Agreement, the Customer shall offer to dedicate and assign to the County the permanent easements (collectively, "Water Line Easement"), the Utility Improvements, and all warranties, guarantees, and any financial assurance in a form acceptable to the Utility; provided, however, that this dedication and assignment shall not include the master meter vault and any associated easements, infrastructure or rights dedicated to BDD pursuant to Section 1.7.6. The survey plat, assignment of Water Line Easement, and any other dedication and assignment documents shall, at Customer's expense, be placed in escrow until such time as the Board of County Commissioner ("BCC") of the County has either accepted or refused to accept the dedication and assignment of the easements and Utility Improvements, as provided in this Section.

2.2 Survey Plat. The Customer shall provide a survey plat of the Water Line Easement, acceptable to the Utility, showing a continuous perpetual Easement from the 5A line to and including the service meters at the facility. The plat shall reference all grants of permanent easements comprising the Water Line Easement by book, page and instrument number, including an offer of dedication of the Water Line Easement to the County, along with all Utility Improvements, from a point immediately downstream and following the master meter vault to and including the service meters. The plat shall be recorded at the Customer's expense in the records of the County Clerk.

2.3 Assignment of Easements. The Customer shall assign all grants of easement to the County in a form acceptable to the Utility. Such easements shall in totality provide the Utility legal access along the entire length of the Line Extension, in perpetuity, for the purpose of operating, maintaining, repairing, and replacing the Utility Improvements. The assignment shall identify and include all easements and Utility Improvements that comprise the Line Extension Project such that, upon execution of the assignments and acceptance by the County, the Customer shall retain no right, title or interest in the easements, Utility Improvements, or any other real or personal property comprising the Line Extension Project. The Customer shall execute such other instruments as the Utility may reasonably require to perfect such assignment.

2.4 Warranty. As a condition of acceptance under Section 2.5, the customer shall warrant to the County that it is conveying good and marketable title to the permanent easements and Utility Improvements.

2.5 Acceptance.

2.5.1 General. The dedication and assignment of the Water Line Easement and Utility Improvements to the County shall not be effective unless and until they are accepted by the Board of County Commissioners ("BCC") of the County. The Utility shall notify the Customer of the public hearing as to when the resolution will come before the BCC, and may require the project engineer or other professionals who performed or oversaw the Line Extension Project to attend, provide information, and answer questions of the BCC at such public hearing at Customer's expense. The BCC shall by resolution accept, impose additional conditions on acceptance, or decline to accept the dedication and assignment of the easements and Utility Improvements.

2.5.1.1 County Ownership. If and when BCC's accepts the dedication and assignment of the Water Line Easement and Utility Improvements, all right, title and interest in the same shall vest in the County and the Utility shall thereafter be solely responsible for operating and maintaining the Utility Improvements as part of the County water distribution system.

2.5.1.2 Customer Ownership. Until such time as the BCC accepts the dedication and assignment of the Water Line Easement and Utility Improvements, all right, title and interest in the same shall remain and the Customer and it shall be solely responsible for operating and maintaining the Utility Improvements.

2.5.2 Additional Conditions. The BCC may impose additional conditions and requirements on the Customer before it accepts the dedication and assignment of the Water Line Easement and Utility Improvements. The BCC may impose such conditions relating to any or all of the following: (i) completion of construction of the Utility Improvements in accordance with this Agreement, (ii) perfection title to the Water Line Easement, (iii) assurance that sufficient warranties, guarantees, and financial assurance are in place, or (iv) assurance that the County will have sufficient rights to assure perpetual legal and physical access to the Easement Area for the operation, maintenance, repair and replacement of the Utility Improvements as part of the

Utility's public water distribution system. If BCC imposes additional conditions, the Customer shall demonstrate to the Utility that the additional conditions have been satisfied, and the Utility and Customer shall thereafter go before the BCC to demonstrate such satisfaction and seek a resolution accepting the dedication and assignment. The BCC shall thereafter issue such resolution unless it determines that the Customer failed to fulfill all additional conditions to the BCC's satisfaction.

2.5.3 BCC Discretion. Unless the BCC has imposed further conditions or requirements on its acceptance, the BCC shall have the right to refuse to accept the dedication and assignment of the Water Line Easement and Utility Improvements if it determines that the operation and maintenance of the Utility Improvement is not within the County's budget or that such acceptance is otherwise not in the County's best interest.

2.5.4 Escrow Instructions. The parties to this Agreement shall provide escrow instruction that instruct the escrow agent to accept into the escrow a fully executed survey plat, assignment of easements, and such other documents as may be required to dedicate and assign the easements and Utility Improvements to the County. The instructions shall further provide that: (i) upon receipt of a resolution accepting such dedication and assignment, the agent shall deliver all escrowed documents to the Utility, which shall record them at the Utility's expense; or (ii) upon receipt of a resolution refusing to accept such dedication and assignment, the agent shall return all escrowed documents to the Customer.

3. Water Service

3.1 Application. Upon the Utility's issuance of a Certificate of Completion of the Utility Improvements, the Customer may apply to set up a customer account and receive Utility water service of up to 0.3 AFY to the facility. The application shall be in a form acceptable to the Utility. The Utility shall provide water service to the facility upon the Customer's full compliance with Section 3 (*Water Service*).

3.2 Customer Improvements.

3.2.1 Customer's Responsibility. The Customer shall be responsible for all costs associated with constructing the Customer Improvements to the Utility's satisfaction in accordance with all applicable Utility Policies, including the facility service lines, valves, and any other plumbing needed to connect two service lines to the facility at meter box locations approved by the Utility.

3.2.2 Cross Contamination. The Customer shall assure that there is no cross-connection between any other source of water, such as a water well, and the service lines to the facility.

3.2.3 Water Wells.

3.2.3.1 Disconnection. Any water well that serves the facility shall be physically disconnected from the facility before the Customer Improvements are connected to the Utility Improvements at the service meters.

3.2.3.2 Statutory Domestic Wells. No statutory domestic well that is permitted by the State Engineer under NMSA 1978, Section 72-12-1.1 (or any prior or subsequent statutes governing domestic wells) shall be drilled or used at or on the facility for any purpose after water service from the Utility becomes available. The Customer and the County agree that Customer's current domestic well on the property shall be allowed to be continued to be used for non-domestic purposes including Customer's pond, Customer's irrigation needs and any other of Customer's non-domestic purposes that may arise in the future.

3.2.3.3 Other Wells. Wells other than statutory domestic wells at the facility may be used for non-domestic purposes following the availability of Utility water service, such as irrigation or livestock watering, as may be permitted by the State Engineer and subject to applicable law. Upon request by the Utility, the Customer shall provide the Utility with a copy of all water right permits relating to the use of water at or for the facility.

3.2.3.4 Compliance with Law. Customer agrees to comply with state law and the regulations of the State Engineer regarding any wells located on the facility or that serve that facility.

3.2.4 Inspection. Customer shall notify the Utility when the Customer Improvements are being constructed and installed. The Utility shall have the right but not the duty to inspect the Customer Improvement's and Customer's compliance with Section 3.2.3.

3.3 Water Rights. The Utility will waive the Connection Fees if the County and the Customer execute a water rights transfer agreement ("WRT Agreement") that is acceptable to the County under which the County will provide the requested water service upon the Customer's successful transfer (at Customer's sole expense) of valid existing water rights to the County. All elements of the water rights must be acceptable to the County, in its sole discretion, including the amount, priority date, and permit conditions, and provided to the County at no cost. If the Customer and the County have not executed a WRT Agreement within six (6) months after this Water Service Agreement is executed, or if water rights are not transferred to the County in accordance with the WRT Agreement, the Customer shall pay the Connection Fee in full.

3.4 Fees and Charges.

3.4.1 General. The Customer shall pay when due all fees and charges applicable under the Utility Policies, as the same may be amended from time to time. The current fee scheduled is available from the Utility upon request.

3.4.2 Connection Fee. Unless the Customer provides and the County accepts water rights under Section 4,(Section 3.3) the Customer shall pay connection fees applicable for the size of the two metered service connections to be installed.

3.4.3 Meter Installation Fee. The Customer shall pay meter installation fees applicable for the size and number of service meters to be installed, in accordance with Utility Policies. The meter installation fee shall be paid at the time that the customer accounts are established.

3.4.4 Standby Fees and Service Charges. After Utility service is available, the Customer shall pay standby fees and service charges (e.g.; fire service line charges), as applicable.

4. Termination.

4.1 Automatic Termination. This Agreement shall terminate automatically: (1) on its third anniversary if construction of the Line Extension Project has not commenced as of that date, or (2) on its sixth anniversary if the Line Extension Project is not substantially complete as of that date. These automatic termination dates may be extended through amendment of this Agreement.

4.2 Material Breach. This Agreement may be terminated for an uncured material breach. In the event of an alleged material breach, the non-breaching party shall give the other party written notice of breach, who shall have ninety (90) days thereafter to cure the breach. If the breach is not cured within 90 days, the non-breaching party may terminate this Agreement by providing the other party written notice of termination.

5. Miscellaneous Provisions.

5.1 Assignment. This Agreement shall not be assignable except to a subsequent owner of the facility.

5.2 Amendment. This Agreement may be amended only by a written amendment executed by and between the County and the Customer.

5.3 For any liability arising from the construction and installation of the Line Extension Project which is directly attributable to Customer's negligent actions or omissions, including the actions or omissions of Customer's employees, contractors or agents, or any liability arising from the operation and maintenance of the Utility improvements prior to the dedication and assignment of such Utility improvements to the County which are directly attributable to Customer's negligent actions or omissions, including the actions or omissions of Customer's employees, contractors or agents, Customer shall be liable only to the extent of the New Mexico Tort Claims Act, NMSA 1978 Sections 41-4-1 & 29 (NMTCA).

5.4 Insurance. From the commencement of the Line Extension Project until the term of the warranty under Section 1.7.8 of the Agreement expires, Customer's Contractor as referenced in Section 1.7.2 shall maintain a general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to the Line Extension Project. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. The Customer shall

provide proof of such general liability insurance acceptable to the County.

5.5 Survival. Sections 5.2 and 5.3 shall survive termination of this Agreement.

5.6 Integration. This Agreement set out the complete Agreement between the parties, and all prior agreements and understandings, whether written or oral, are incorporated into this Agreement.

5.7 Debt. Nothing in this Agreement requires the County to incur any debt in violation of NMSA 1978, Sections 6-6-11 through 6-6-18 (1999).

5.8 Binding Effect. This Agreement shall be binding on and inure to the benefit of any subsequent owner of the facility and any successor or assign of the Utility.

5.9 Venue and Applicable Law. In the event of any dispute between the parties regarding this Agreement, the exclusive venue shall be New Mexico State District Court, First Judicial District, Santa Fe County, New Mexico. The law of New Mexico shall apply to this Agreement.

5.10 No Third-Party Beneficiaries. This Agreement may only be relied upon and enforced by the County and the Customer. There are no third-party beneficiaries to this Agreement.

SANTA FE COUNTY

By: _____ Date: _____
Robert A. Anaya, Chair

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

Gregory S. Shaffer
Santa Fe County Attorney

APPROVED:

By: _____
Carole H. Jaramillo
Santa Fe County Finance Director

Date: _____

NEW MEXICO DEPARTMENT OF GAME AND FISH

By: Alexandra Sandoval
Alexandra Sandoval, Director

Date: 10/7/15

APPROVED AS TO FORM:

Matthias Sayer
Matthias Sayer, General Counsel

